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19 *Attorneys for Defendant*
Teflon Blood Incorporated

20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA
22

23 E.I. DU PONT DE NEMOURS
AND COMPANY,

24 Plaintiff,

25 v.
26

27 TEFLON BLOOD
INCORPORATED,
28

Case No. CV10-3908-R

CONSENT ORDER

Judge: Honorable Manuel L. Real

1
2 Defendant.

3 Plaintiff, E.I. du Pont de Nemours and Company (“Plaintiff” or “DuPont”)
4 brought this action against defendant Teflon Blood Incorporated (“Defendant” or
5 “Teflon Blood”) alleging that Defendant’s use of the name and mark Teflon Blood
6 infringed upon, diluted and otherwise violated DuPont’s rights in the name and
7 mark TEFLON® in violation of federal, state and common law. Defendant Teflon
8 Blood has filed a counterclaim seeking declaratory relief and the declaration that
9 the TEFLON® Mark has become generic and Plaintiff is barred from asserting
10 claims of trademark infringement and/or dilution with respect to Teflon Blood’s use
11 of the word Teflon Blood.

12 Now on consent of both Plaintiff and Defendant and having agreed to the
13 terms and conditions of this Consent Order, without any admission of liability or
14 fault by either party, and subject to the approval of the Court,

15 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

16 1. As between the parties, DuPont is the exclusive owner of all rights to
17 the TEFLON® name and mark and all names and marks incorporating the term
18 TEFLON® and variations thereon (“TEFLON Mark.”).

19 2. Teflon Blood acknowledges that the TEFLON® Mark is a famous
20 mark that is valid and enforceable and not generic or descriptive of any goods or
21 services.

22 3. Teflon Blood shall not challenge or dispute DuPont’s exclusive rights
23 in the TEFLON® Mark or any of the DuPont trademark applications or registrations
24 for the TEFLON® Mark and further agree that it shall not make any statements
25 disparaging the TEFLON® Mark or the goods or services sold under the TEFLON®
26 Mark or DuPont’s exclusive rights in the TEFLON® Mark or take any actions to
27 dilute the TEFLON® Mark or state or suggest that the TEFLON® Mark is generic or
28 descriptive or not a valid, enforceable and famous mark. Teflon Blood further

1 agrees that they shall not issue any substantive public statements about DuPont, the
2 TEFLON[®] Mark or this lawsuit without the prior written approval of DuPont and
3 otherwise will respond to any substantive inquiries regarding same by stating only
4 that they have no comment.

5 4. Except as specifically permitted in Paragraph 6 below, Teflon Blood,
6 its officers, directors, principals, agents, servants, affiliates, employees, attorneys,
7 representatives, successors and assigns, and all those in privity or acting in concert
8 or participation with it, are hereby immediately and permanently enjoined and
9 restricted, directly and indirectly, from:

10 (a) Any and all use of the name and mark Teflon Blood and
11 variations thereon (“Teflon Blood Mark”) and the TEFLON[®] Mark and
12 confusingly similar variations thereon (including marks that incorporate
13 TEFLON[®] letter combinations including “TEF,” “LON” and the like), for any
14 purpose whatsoever in connection with their business activities including but not
15 limited to use as a trademark, service mark, trade name, record label name, domain
16 name or Internet keyword and meta-tag and also including any other use in
17 conjunction with any product, service or business activity, any use in signs, point
18 of sale displays, advertising and promotional materials, brochures and price lists
19 and similar materials and any use in conjunction with any Internet activities and
20 the operation of any Internet websites;

21 (b) The “purchase” of the Teflon Blood Mark or TEFLON[®] Mark
22 or any confusingly similar variations thereon, as a keyword or trigger, as part of
23 the “Google Ad Words” program or any other similar search engine or social
24 network program that now exists or may be created in the future anywhere in the
25 world, including the use of sponsored links in any Search Engine and the use of the
26 Teflon Blood Mark and the TEFLON[®] Mark or confusingly similar variations
27 thereon on the Internet or otherwise as a means to attract potential customers to its
28

1 Internet website or to any Internet website or location offering products or services
2 for sale;

3 (c) The registration or attempted registration of the Teflon Blood
4 Mark and TEFLON[®] Mark and confusingly similar variations thereon as a
5 trademark, service mark, trade name, business name, domain name, common law
6 mark or otherwise in the United States Patent and Trademark Office or in any
7 other federal, state or foreign registry as well as in any trade or business listing or
8 printed or online phone or other listing for trademarks, service marks, trade names
9 or domain names that currently exists and may be created in the future and similar
10 registrations for listings of trademarks and business names (“Registry Listing”);

11 (d) Any and all use of the Teflon Blood Mark and TEFLON[®] Mark
12 and confusingly similar names and marks in connection with any social media sites
13 and activities on the Internet or elsewhere; and

14 (e) Engaging in any course of conduct likely to cause confusion,
15 deception or mistake or injure DuPont’s business reputation with respect to the
16 TEFLON[®] Mark or dilute the TEFLON[®] Mark or appropriate the goodwill and
17 reputation of said marks or lead to the passing off of Defendant’s products and
18 services as TEFLON[®] products and services.

19 5. Teflon Blood agrees that except as provided below, it shall
20 immediately and permanently withdraw any pending applications or registrations
21 that it may own for the Teflon Blood Mark or any other variation of the TEFLON[®]
22 Mark as a trademark, service mark, trade name, business name, domain name,
23 common law mark or otherwise in the United States Patent and Trademark Office
24 (“USPTO”) or in any state, local or foreign country or domain name registry
25 (“Registry”) and, further agree not to seek to register, at any time in the future, any
26 such name or mark in any such Registry as now exists or may be created.

27 6. Notwithstanding the above, it is agreed that Teflon Blood shall have
28 until November 1, 2011 to take the following actions with the understanding that

1 this provision is intended to provide Teflon Blood a reasonable amount of time to
2 phase out and wind down its use of the Teflon Blood Mark, *as currently used*, and
3 not to expand upon such current use:

4 (a) Exhaust or destroy all inventory and materials in its possession
5 as of the Effective Date bearing or referring to the Teflon Blood or TEFLON[®]
6 Marks;

7 (b) Cease the operation of the website sites at *www.teflonblood.com*
8 and *www.teflonbloodrecords.com*, as currently operated, and abandon those domain
9 names or otherwise allow the domain names to expire through non-renewal;

10 (c) Cease and abandon all use of the name Teflon Blood as a
11 business name and effectuate the legal name change from Teflon Blood to such
12 other name new names or names as Teflon Blood might adopt that do not include
13 the TEFLON[®] Mark or any variations thereon (including marks that incorporate
14 TEFLON[®] letter combinations including “TEF,” “LON” and the like) or anagrams
15 thereof and any other trademark owned by DuPont or any confusingly similar
16 variations thereon “(New Name”);

17 (d) Cease all business activities under the Teflon Blood Mark and
18 all use thereof;

19 (e) Inform all vendors, suppliers and contractual partners of the
20 name change from Teflon Blood to a New Name;

21 (f) Change all Teflon Blood listings in phone directories, trade
22 directories and in all contracts and the like from Teflon Blood to a New Name or
23 otherwise discontinue the listing; and

24 (g) Cease the promotion of any live performances under the Teflon
25 Blood name of any performing artists currently under contract to Teflon Blood,
26 including Black Judah; and

27 (h) Issue any public statements as Teflon Blood may wish to make
28 announcing the name change from Teflon Blood to a New Name, including any

1 advertising indicating that the company operating under the New Name is formerly
2 known as Teflon Blood provided that such public statements and advertising are not
3 distributed, displayed or intended to run after November 1, 2011.

4 7. Teflon Blood through its successor-in-interest or if there is no
5 successor-in-interest then one of more of its principals or officers or directors with
6 knowledge shall provide a written report to DuPont on or before November 10,
7 2011 confirming that the Company has ceased all use of the Teflon Blood and
8 TEFLON® Marks and all related marks, names, trade names and domain
9 names and is in complete compliance with the terms of the parties confidential
10 Settlement Agreement. Said report shall be sent to the following designated
11 DuPont Representative (“DuPont Representative”):

12 Giselle Ruiz Arthur
13 Corporate Trademark Counsel
14 DuPont Legal - Trademark & Copyright Group
15 4417 Lancaster Pike
16 Barley Mill Plaza 25-2310
Wilmington, DE, 19805
Phone (302) 992-5839
Fax (302) 355-1439

17 8. It is understood that the provisions set forth in Paragraph 7 are
18 intended to permit Teflon Blood a reasonable amount of time to phase out and wind
19 down its existing business activities under the Teflon Blood name in an orderly
20 manner and not to expand upon its current activities under the Teflon Blood name.
21 It is therefore acknowledged, and Teflon Blood agrees that to the extent it creates or
22 places any advertising or promotional materials after the Effective Date or release
23 or distribute any new music in any format, including any music recorded by the
24 artists known as Black Judah and specifically including the work referred to either
25 as “California Green” or “Roots World Order” or otherwise promote the live
26 performances or recordings of any artists not currently under contract with Teflon
27 Blood, the use of the Teflon Blood and TEFLON® Marks is prohibited in
28 connection with such activity by Paragraph 4 of this Order (except as provided in

1 paragraph 6(h)) and such activity may not be done under the Teflon Blood or
2 TEFLON® Marks but rather shall be done in connection with a New Name. It is
3 further agreed that any and all use of Teflon Blood or any TEFLON® Mark and any
4 variations thereon shall be permanently ceased as of November 1, 2011.

5 9. Notwithstanding the above, nothing in this Order shall require the
6 Teflon Blood Principal to remove or conceal any current tattoo or body art that had
7 been imprinted on his body for the TEFLON® Mark as of the Effective Date of this
8 Agreement.

9 10. Teflon Blood agrees that it shall not adopt, use or seek to register any
10 name or mark in the future as a trademark, service mark, trade name, domain name
11 or otherwise that is confusingly similar to any name or mark owned by DuPont.

12 11. DuPont agrees that it shall not object to the use and registration by
13 Teflon Blood of the name and mark TBlood or variations thereon or Atomic
14 Records Incorporated and the continued use of the “Heart and Vest Logo” currently
15 used by Teflon Blood, as shown below, provided Teflon Blood complies with all
16 other terms.

17 12. In the event of any differences, dispute or question arising under this
18 Order, the parties will first endeavor in good faith and for a period of no less than
19 thirty (30) calendar days to resolve the matter amicably amongst themselves.
20 During this time period, no party may initiate any legal action against the other
21 regarding the matter. Upon termination of this thirty (30) day period either party
22 may take such action, including the institution of legal action against the other party
23 without further notice.

24 13. All parties shall bear their own costs.

25 14. This Court has jurisdiction over the parties and the subject matter of
26 the instant action and shall retain jurisdiction for the purposes of enforcement of
27 this Consent Order.
28

1 15. This action is hereby DISMISSED WITH PREJUDICE with respect to
2 all claims and counterclaims made in this action by the respective parties and all
3 affirmative defenses made by either party shall be deemed to be withdrawn subject
4 to their respective individual compliance with the terms of this Consent Order.

5
6 Respectfully submitted,
CROWELL & MORING LLP

7
8 Dated: April __, 2011

By:

9
10 Dickerson M. Downing (*Pro Hac Vice*)
Julia K. Smith (*Pro Hac Vice*)
Michael Y. Kao (CSB No. 235263)

11 *Attorneys for Plaintiff*
12 E.I. du Pont de Nemours and Company

13
14 LAW OFFICE OF MUSTAFA ABDUL-
RAHMAN INC.

15
16 Dated: April __, 2011

By:

17 Mustafa Abdul-Rahman (CSB No. 257251)
Benjamin B. Lieb (*Pro Hac Vice*)
18 Ian R. Walsworth (*Pro Hac Vice*)

19 *Attorneys for Defendant*
Teflon Blood Incorporated

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21 SO ORDERED:

22
23 Dated: April 26, 2011

24 

Honorable Manuel L. Real
U.S. District Court Judge